

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

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IN RE: :

Hugh C. Postell : Chapter 13  
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Debtor : Case No.: 18-14258-MDC

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**MOTION FOR AUTHORITY TO SELL REAL PROPERTY FREE AND CLEAR OF LIENS  
AND ENCUMBRANCES**

Debtor, Hugh C. Postell, by and through the undersigned counsel Brad J. Sadek, brings this Motion to Sell Real Property under Eastern District of Pennsylvania Local Rule 6004-1 and Section 363 of the United States Bankruptcy Code and in support thereof avers the following:

1. Debtor filed the instant Chapter 13 Bankruptcy on June 27, 2018.
2. The Chapter 13 Plan was confirmed on March 21, 2019.
3. The subject real property is located at 5050 Chancellor Street Philadelphia, PA 19139 (hereinafter referred to as “the property”) and is solely owned by the Debtor.
4. Debtor believes it to be in his best financial interest to sell the property.
5. In furtherance of the sale, Debtor retained the services of Melissa Scott-Walker, a licensed realtor with Realty ONE Group Legacy of Philadelphia, PA.
6. On or about October 22, 2021, by and through the hired realtor, the debtor entered into an Agreement of Sale of the property in the amount of \$205,000.00. A true and correct copy of the Agreement of Sale is attached hereto and labeled as **Exhibit “A.”**
7. The settlement date for the sale of the subject property is scheduled for December 15, 2021.
8. The Buyer, Jessica Whitley, are not an insiders of the Debtor and the sale represents and arms-length transaction between the parties made without fraud and/or collusion.

9. From the sale proceeds, the Debtor intends to satisfy the mortgage held by PHH Mortgage Corporation along with any other liens on the property.
10. The Debtor is desirous of receiving the total exemption in the sum of \$25,150.00 from the portion of the sale proceeds plus any sums remaining after all claims are satisfied.

**WHEREFORE**, Debtor, respectfully requests that the Court enter an Order: (i) Granting this Motion, (ii) Authorizing the Debtor to sell the Property to the proposed buyer under the terms of that Agreement for the Sale of Real Estate free and clear of liens, claims interests and encumbrances, and, (iii) Granting the Debtor such other and further relief to which they may be justly entitled.

Dated: November 11, 2021

/s/Brad J. Sadek, Esq.

Attorney for Debtor  
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